OCAL I-S MENOS

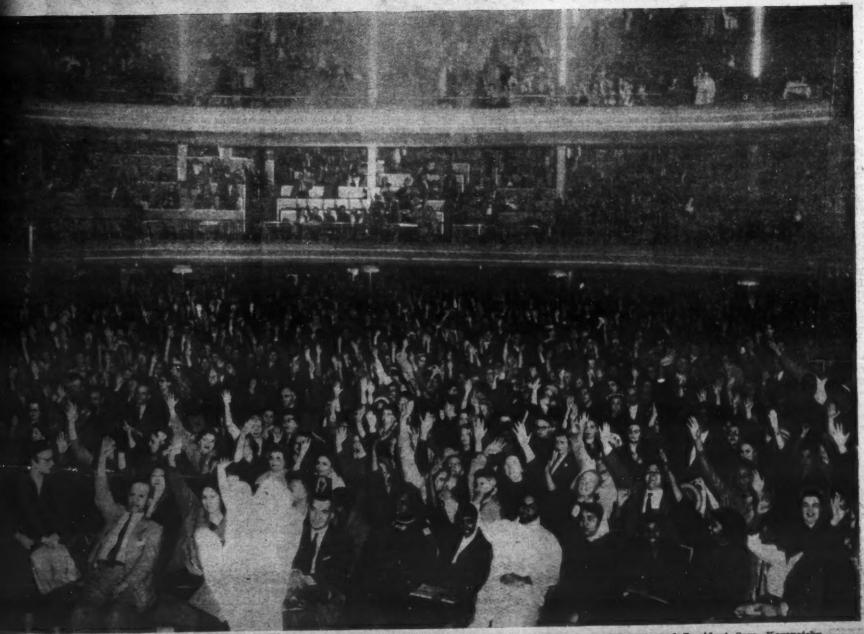
for department store workers

10 NO 16

401

APRIL 15, 1959

LOCAL 1-S WINS SHORT CONTRACT SHOWS BIG GAINS



to vote for acceptance of new contract by near unanimity. The vote was taken after a report by attorney Asher Schwartz and President Sam. Kevenetaky.

Our New Contract



Last Wednesday, April 8th, a delegation from Local 1-S attended the AFL-CIO National Unemployment Conference in Washington, D.C. It is very interesting to be a part of such a conference, and to read the reports of it in the daily press. One wonders if the meeting attended is the same one that the newspapers are reporting. But there seems little room for doubt of one essential fact, namely, "Unemoployment is at it's greatest peak in our nation's history."

The displacement of manpower is the problem of Labor, Government and Industry, and a solution has to be forthcoming. The leaders of the AFL-CIO were unanimous in their support of three key points: the great need for improved job security. a general reduction of hours in order to fight unemployment caused by the greater productivity of industry through automation and a higher minimum wage.

It is with great pride that I look back upon the wisdom and forethought of our membership, planning committee, shop stewards, executive board, negotiating committee and my fellow officers whose recognition of these very problems, discussed at the Washington Conference, was shown when we prepared in our councils many months ago for our negotiations. The result of our foresight is reflected in the contract that we have just ratified.

Out of our demands we have evolved better than 50 changes in our contract, encompassing not only monetary gains but also changes in the working conditions that are of the greatest importance. We have successfully rejected the company's counter demand that "The Executive Working' clause be, in the company's words, "Relaxed." The duration of the agreement is one of our greatest achievements. The company proposed a five year agreement and fought right down to the wire for a three year contract. The staunch "no retreat" attitude of our Negotiating Committee resulted in settlement for two years. This we achieved without the use of our ultimate weapon, a Strike.

The General Wage Increase of \$3.00, retroactive to February 1, 1959 and \$2.00 effective February 1, 1960 will certainly be beneficial to our membership along with the increase in the minimum wage to \$50.00 per week after six months of employment. In our low paid industry this should give impetus to the lawmakers in Washington for the enactment of the \$1.25 minimum nationally.

In retrospect, the long and trying hours, the amount of effort and work which was necessary to hammer out this contract, the astute professional approach of our Negotiating Committee, Staff members, Legal advisor—Asher Schwartz, our two Vice Presidents-Phil Hoffstein and Bill Atkinson, working as a well organized team made it possible for me to present this agreement to you, the membership. I shall never forget your welcome and the tremendous reception afforded to us at our April 1 membership meeting. The record turnout resulting in an overflow meeting of better than 1,000 members at the Trades and Industry building was a tribute to your patience and interest in our deliberations. The fact that you remained for better than two hours awaiting the arrival of our Negotiating Committee and Executive Board is evidence of your desire to participate in the dramatic affairs of our union and a tribute to the faith which you have shown in your leadership. I feel that I would be remiss in my duty if I did not take this opportunity to personally and publicly thank one of our members for a magnificent job at Manhattan Center when he took over the task of providing entertainment for our membership. We all say Thank you, Benny White, of the Grocery Department.

It is my opinion that in this contract we have provided something of a benefical nature for all of our members. The neophytes will enjoy the increased minimum wage, while our senior citizens will enjoy the improvements in our pension plan. The Branches will gain from the groupings which we have worked out for their protection and from the change in the amount paid for their meal allowance from \$1.00 to \$1.25. All in all there can be no question, we are moving in the right direction.

While all appears to be "Sweetness and Light," we are aware of the fact that the people at Roosevelt Field will also benefit by our gains. We want them to. We also know, and we are positive that they realize, this windfall to them is not out of the goodness of "Macy's Heart." They will receive these, or part of these benefits because the company is still vainly hoping to stymie our organizational drive there. It is noteworthy that the workers in Roosevelt Field are not as uninformed as the management would like to think they are and I am certain that they know that it is the Union which has made it possible for them to enjoy new gains. Upon becoming members of our Union they will enjoy all of our benefits, those we presently enjoy and those we shall enjoy in the future.

Having taken care of the matter at hand, we shall begin our preparations for 1960.



Leaders of Local 1-S show their pleasure after the the acceptance of the new contract. Attorney Aleschwartz (left), President Sam Kovenetsky, Second Vice President Bill Atkinson, and First Vice President Phil Hoffstein, photographed at Manhattan C enter after the grueling final sessions of the new tiations and the approval of their work with the Negotiating Committee and Executive Board. Duris the last three days of the negotiations the sessions went on virtually around the clock. The successful negotiations continued past the time set for the Special Membership Meeting. When the leader presented the results of their work they made no specific recommendations, but commented on the individual terms of the proposed new contract, leaving the final judgment to the members at larg In the light of the two year term of the agreement the proposals commended themselves to the members who voted overwhelming acceptance of the new contract.



Members enter the overflow hall at the trade fair building on Eighth Avenue near Manhattan Center than the crowd was so large that even the overflow hall was packed to capacity. At Manhattan Center than were approximately 5,000 members while 2,000 members used the overflow hall. Members waited so tiently as the negotiations continued past the time for the meeting to begin. As time drew an its were entertained by Ben White, of the grocery department and others. It seemed they were sure their position and calm in the face of the possible need for a decision to strike. One member side "The entire membership deserves credit for their conduct here tonight. By their wonderful attendance their calm and patience, and their good sense they have shown there appreciation for the work of their officers, Executive Board and Negotiating Comittee. By their restraint they have helped to bring about a fine settlement."



While the membership continued to wait patiently at the two halls used for the meeting, the Negotialis Committee returned to union headquarters to meet with the Executive Board as shown here. The Committee reported its progress to the Executive Board who considered the results of the prolonged as sion and discussed the dramatic change in management's attitude. Members of both groups felt the two year contract represented a real victory and thought it best to put the proposals before a membership for a vote immediately. After their decision they brought the matter to the members at Manhattan Center and the trade hall at about 9:00 P.M. After the basic presentation at Manhattan Center by Mr. Asher Schwarts, attorney, Presidents Sam Kovenetsky made his comments with any effort to influence the decision. Vice Presidents Phill Hoffstein and Bill Atkinson made a simpresentation at the trade hall.

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s who wished to be heard were invite I forward to the floor mike. A variety of views were to the meeting in that way. Before the vote was taken all were heard. Many of those who ward to the floor mike did so in order to a sk questions of the union leaders. Those who quessought clarification of some point or other in order that they might vote in a more intelli-anner. A few made recommendations one way or the other expressing their preference for a reasettlement based on the current proposals. As the speakers paraded past the mike one at the membership listened courteously but showed its enthusiasm for the proposals by a certain for the vote. When all had spoken and all questions had been answered the call for the was heard and the vote was taken. It was then that the overwhelming acceptance of the et was first fully realized.



t Sam Kovenetsky receiving the congratulations of members for a job well done. He had workgly on the negotiations for many weeks and showed the signs of strain even in the moment pleasure when the membership showed their appreciation for his efforts. Many had anticipated for strike action and the pressure upon the officers was accentuated by the uncertainty which at until the last moment. The shift by management was brought about by a staunch Negotiating the under the leadership of Sam Kovenets by, whose generalship paid off just before the report sembers at Manhattan Center. It was clear in the ungrudging acceptance of the new contract Local 1-S understood that the gains were extensive. Members seemed to appreciated the good hat saved them the necessity of resorting to a display of their economic power and their unity see through a strike. e through a strike.



eve Manhattan Center in a mood of exuberance. Their meeting over, they knowledge that they would work the next day under improved conditions without a need to er negotiations with a strike. The new contract was accepted as retroactive to February 1st.

members shown here gained an immediate raise of \$3.00 a week and an additional increase week next year. A minimum wage increase of \$4.00 and an additional \$4.00 after six months another good reason to be pleased. Other contract gains ranged across the board and gave is that they had given a good account of themselves through their union. The two year conthe union rembers a chance to seek a further adjustment of their conditions at an early present time of change within the national economy the leadership of Local 1-3 felt that illarly important.

MEMORANDUM OF AGREEMENT

Effective as of February 1, benefits of \$50.00 per week 1959, for all Regular Employees on The Employee shall pay the payroll on April 1, 1959, general wage increase to full-time Regular Employees in the amount of Three Dollars (\$3.00) per week.

Proportionate increase for parttimers and fractionals. Same general increase to straight commission employees as side payment.

Effective February 1, 1959, maximum rates for each job clasification will beincreased by Three Dollars (\$3.00) per week; any minimum being rate less than \$46.000 per week will be increased to \$46.00 per week; any six (6) month automatic progression step less than \$50.00 per week will be increased to \$50.00 a week. In effecting the adjustments in the minimum hiring rate and the minimum six (6) month rate, no increase will be given to any employee unless his total straighttime weekly rate of pay, including the general wage increase effective as of February 1, 1959, is less than such minimum hiring rate or six (6) month rate.

Effective February 1, 1959, all sixty (60) day automatic progression steps will be eliminated. The increases provided in Section 3.28 C for salesclerks after sixty (60) days of continuous service and after six, (6) months of continuous service shall be eliminated.

Section 3.28 C shall be amended to apply to clerical employees as well as sales-clerks to provide an increase of \$1.50 per week after twelve (12) months service and a further increase of \$1.50 per week after eighteen (18) months.

The automatic increase provided in Section 3.28 D for employees in non-selling job classifications after sixty (60) days of continuous service shall be eliminated, and an automatic increase substituted of two and onehalf $(2\frac{1}{2})$ cents per hour for such employees after twelve (12)months of continuous service.

Effective as of February 1, 1960, general wage increase to full-time Regular Employees in the amount of Two Dollars (\$2.00) per week-proportionate increase of part-timers and fractionals. Same general increase to straight commission employees as side payment. Maximum rates for all job classifications will be increased Two Dollars (\$2.00) per week.

Effective February 1, 1959, for all Saturday—Only employees with at least five months service with the employer as of April 1. 1969, a general wage increase in the amount of seven and one-half (7½) cents per hour.

Adjustment of Saturday-Only employees to the applicable minimum rates for their job classifications to be made after five (5) months of continuous service in such job classifications. In effecting the adjustments in the minimum rates, no increase will hibit A referred to in Section be given to any employees unless 7.02." total straight-time hourly rate of pay, including the general wage increase effective as of February 1, 1959 is less than the applicable minimum rate.

Effective February 1, 1960, for Saturday-Only covered by the agreement between Macy's New York and Local 1-8 nine (9) months from the date RWDSU, AFL-CIO, a general of layoff, then such Regular Emwage increase in the amount of ployee shall be deemed to have

demands made by the Union pertaining to certain job Classifications. the Employer agrees to retroactive to February 1, 1959 and which during the period of one (1) year beginning February 1, 1959 will amount to a total cost to the Employer of no more than \$50,000. Such amount shall be applied as agreed upon by the parties in their negotiations to meet the most valid demands.

Schedule C, paragraph B (1) end effective February 1, 1960

The Employer shall pay the cost of providing the 'Rider for Anesthesia" as in effect on April 1, 1959, to the Group Health Insurance, Inc. policy for each Regular Employee and eligible members of his immediate family.

Section 17.08-Amend to provide that effective February 1, 1959 any full-time Regular Employee who retires at the age of 65 and who, upon reaching such age of 65, has 25 or more years of continuous service with the Employer shall receive minimum monthly retirement benefits of \$35.00 per month exclusive of any benefits payable to any employee under the Federal Social Security Act; any full-time Regular Employee who retires at the age of 65 and who, upon reaching such age of 65, has 15 years or more of continuous service with the Employer but less than 25 years, shall receive a minimum monthly retirement benefit of One Dollar (1.00) per month for each year of service. Any full-time Regular Employee who upon reaching 65 years of age has thirteen (13) or more, but not so much as fifteen (15) years of service will be eligible for minimum monthly retire-ment benefits of Fifteen Dollars (\$15.00) per month upon completing fifteen (15) years of service with the Employer. If such employee does not elect to retire upon completing fifteen (15) years of service with the Employer, then he shall not be eligible for any minimum monthly Retirement Benefits. Not withstanding the foregoing provisions, any full-Regular Female Employee with fifteen (15) or more years of service at age 62 may retire beginning at age 62, in which case the minimum monthly retirement benefits to which they are entitled. will be ajusted in accordance with the actuarial adjustment presently used in computing benefits for women who retire under age 65 under the Federal Social Security Act. Part-time and fractional employees will receive retirement benefits on a proportionate basis.

Term of agreement—two (2) years from February 1, 1959 with automatic sixty (60) day negotiation period extending provisions of contract to April 1, 1961.

1.02-Amend to provide that notwithstanding anything herein contained all demostrators are covered by this agreement except those who are self-employed or who are members of a partnership of no more than two (2) excluded partners, and such demonstrators shall sell only the products of which they are the vendor.

1.02 (b) (2)—Shall be deleted. 1.02 (b) (3)—Amend to insert in line four after (Sections 7.03. and 7.05" the phrase, "and Ex-

3.11 (a) -Add a provision that if any Regular Employee with over two (2) years of service in the Employer's employ shall have been laid off because of reduction or decrease in staff and shall employees have been rehired in the same job classification within a period of five (5) cents per hour.

With respect to the inequality service as though he had not been laid off, excluding however, the

period of layoff.
3.11 (b)—Add a provision that make adjustments which shall be if any Regular Employee with over two (2) years of service in the Employer's employ shall have been laid off and rehired subseuent to nine (9) months from the date of such layoff, then period of continuous service shall date from the date of rehiring.

3.15-Amend last sentence to substitute "200" for the present

Further, amend by adding 3.15

MEMORANDUM

(Continued from Page 3)

(B) to provide that if any Regular Employee who has in excess of five (5) years of service at the time of the transfer as described in this Section shall be transferred by the Employer to a lower rated job classification in order to avoid the layoff of such employee pursuant to the provisions ection 7.03 hereof, then notwithstanding the provisions of Section 3.12, such Regular Employee for the sixty (60) day period subsequent to his transfer shall not receive less than the same straight-time hourly rate of pay plus any applicable vacation rate as he received in his original job classification or the applicable vacation rate for straight commission employees plus any applicable side payment.

3.16-Amend to provide that whenever a new job classification is created, or an existing job classification is revised as set forth in Paragraph (d) below, the Employer shall consult with the Union in setting the applicable wage rate but the final determination shall remain with the Employer except in the following situations:

*** (d) Revising an existing job classification in the Wage Schedule of a particular store by adding new duties which require a different level of skill from that required for the existing duties of such job classification, and the performance of which new duties requires a substantial number of the total hours worked in such job classification.

3.28 B-Amend by substituting 10 cents per hour in place of present 5 cents per hour.

3.29—Amend by designating present Paragraph B as B (1) and adding B_(2) and B (3) as

B (2)-provide that if any employee shall be transferred on a temporary basis to a new job classification, he shall continue to be paid his straight-time hourly rate of pay in his original job classification if it be a straight salary job classification, or at his hourly vacation rate if his original job classification be a salary plus commission, salary plus bonus, piece work or straight commission job classification, except that as to a higher rated job classification in which an employee works continuously on such temporary basis in excess of six (6) hours, his compensation shall be increased during the entire continuous period of work in such new job classification either (1) by 10 cents per hour or (II) to the minimum of the wage range for the new job classification, whichever is higher.

(3)-Provide that in any applicable week an employee shall he entitled to the benefits provided either in B (1) or in B (2) hereof, (whichever are the greater) but in no event shall an emplovee be entitled to the benefits of both provisions for the same work

3.31—Amend by substituting October 1st where September 15th presently appears and substituting January 1st where January 15th presently appears.

4.04 (a) -Amend to provide that if such overtime work is performed when such employee is afforded opportunity for selling his regular department, he shall be compensated therefor at his striaght commission rate, except that if his total earnings for such overtime work performed on any day average less than Three Dollars (\$3.00) per hour he shall receive the difference between such average earnings and Three Dollars (\$.3.00) per hour for such overtime work performed.

4.04 (b)-Amend to provide that if such overtime work is perduring the hours when the store in which such emolo

business and such employee is required to work (1) off the selling floor or (2) on the selling floor in a different department. then and in any of such events he shall receive for each hour of overtime worked the pro rata payment heretofore paid for such overtime work increased by six per cent (6 per cent) or Two Dollars (\$2.00) whichever is greater.

4.06-Shall be deleted. -Amend to provide that Regular Employee whose daily working schedule does not require the performance of services on a Sunday or Holiday, if requested to perform services on a Sunday or holiday on an overtime basis, shall be compensated for services so performed on such day at the rate of twice his hourly rate of pay during his normal work week, or a day's pay, whichever is greater, except as provided in Section 5.07 hereof.

7.02-Amend to provide that application of the provisions of this Section with respect to layoff or reduction of staff as combined in certain groups of job Jamaica, Flatbush and White Plans Stores is set forth in Exhibit A made a part of this agreement.

7.03—Amend the last paragraph to provide for reinstatement rights as set forth therein for a period of nine (9) months from the date of transfer in place of the present six (6) months from the date of transfer.

7.06-Amend to provide that any Regular Employee with over two (2) years of service in the Employer's employ who has been laid off because of a reduction or decrease in staff wherein no equal rated job was offered to him shall be entitled to the benefits of Sections 7.04 and 7.05 for a maximum of 270 days.

7.07 (a)—Add a provision that if any Regular Employee with over two (2) years of service in the Employer's employ shall have been laid off, and shall have been rehired within a period of nine (9) months from the date of his layoff, then such Regular Employee shall be deemed to have the same period of continuous service hereunder as though he had not been laid off, excluding, however, the period of the layoff.

7.07 (b) -Add a provision that if any Regular Employee with over two (2) years of service in the Employer's employ shall have been laid off and rehired subsequent to nine (9) months from the date of such layoff, then his seniority shall date from the date of rehiring.

7.12-Amend to provide that there will be no right of arbitration in any case of discharge or discipline if arbitration is not demanded within a thirty (30) day period unless, prior to the of such thirty (30) day end period, additional time, has been requested by the Union granted by the Employer who shall not unreasonably withhold its approval of such request.

Further, amend by deleting the last sentence of the first paragraph, and in its place providing notwithstanding anything cotained in this agreement, the Employer shall have the right in its discretion, and without right of arbitration on the Union's part, efficiency or incompetency within a probationary period of three (3) the date of the months from hiring of such employee, except that such probationary period for an employee hired in the month of September shall be extended to January 1st upon notice thereof given to the Union by the Employer at any time prior to the end of the probationary period.

7.18-Amend by adding a sentence to provide that this Section shall apply also to employees transferred to any executive or ervisory job or other job clas

hereunder for a temporary purpose if such employees have cumulatively spent in excess c four (4) months in any twelve 12) month period in such jobs.

11.01-Amend Step 2 to provide that if the matter shall not have been settled satisfactorily at Step 1. a Union Divisional Committee consisting of not more than three (3) members, and the employee's Shop Steward, if such Committee requests such Shop Steward's presence for the consideration of the dispute, shall submit the dispute to the aggrieved employee's Department Manager, Division Superintendent or Branch Store Manager, as the case may be, or such other supervisory executive as may be designated by the Encoloyer, who shall answer such dispute within three working days after it shall have been presented to him.

12.01—Amend clause (b) to provide for a sixty (60) day time limit on submission to arbitration of any dispute with respect to action taken by either party, affecting employees covered by this classifications in the Parkchester, agreement based upon its interpretation, such sixty (60) day period to begin upon notification by the Funlover to an officer of the Union or the submission to the third (3rd) stop of the grievance procedure, whichever is sooner.

> Further, amend to provide that the party submitting any matter to arbitration shall in its demand for arbitration specify the nature of the dispute and the provision (s) of this agreement relied on and such specification shall constitute the issue submitted for arbitration by the party demanding arbitration, provided, however, that no dispute shall be specified that has not been considered at the third (3rd) step of the grievance procedure or otherwise discussed by an officer of the Union and the President of Macy's York in charge of personnel or his designated representative.

14.02—Amend last stence to provide the daily relief period shall be not less than twenty (20) minutes, unless otherwise required by law.

14.03-Amend to provide that Employees covered by this agrement employed the Commissary (222), the Cafeteria (204), the Central Kitchen (255), the 8th Floor Patio (258), the 4th Floor Soups on (254), the Street Floor Soda Fountain (251), the Juice Bar (386) and any other employin a department similar to ees the above which serves food in the premises shall be entitled to the following meal privileges:

Further, amend by increasing the lunch allowance under subparagraph D from 70c to 85c and by adding a sentence providing that the Employer shall comply with the provisions of Exhibit B. incorporated by reference herein, setting forth certain menu requirements with respect to the breakfast and lunch meal privi-

Amend to increase the supper allowance from the present One Dollar (\$1.00) to One and 25/ 100 Dollars (\$1.25).

16.01-Insert a new provision providing for severance allowance in cases of a discharge because of unreliability due to absenteeism caused by ill health of a nature which does not render such employee incapable of performing the duties of his job, after the employ-

ee had been continuously employed by the Employer for a period of not less than five (5) years. 17.02—Amend to provide that notwithstanding any other provision of this agreement, any dis concerning the medical pute judgment of the Macy Medical Department regarding the ability of the individual to perform his work so as to become eligible for benefits under the Sick Benefit Plan contained in Schedule C attached hereto or the severence provi-sions contained in Article XVI hereof may be appealed by the XVI

set forth in Article XI, commenc ing at the fourth (4th) step there of. If the dispute is not satisfactorily settled in accordance with the provisions of Article XI. it may be submitted for final decision in accordance with the procedure set forth in Section 17.03.

Schedule C-Amend Section B (4) (d), concerning benefits for disability arising from same chronic condition relating to the same body system to provide that if an employee suffers from a disability resulting from the same chronic condition or a condition relating to the same body system for which he has previously received benefits, he shall be entitled only to receive cumulatively, benefits up to the ful limit of twenty-six (26) weeks, unless he has returned to work following an absence for such reason with approval of the Employer's Medical Department and continued at work for twentysix (26) weeks after so returning. Thereafter, the employee shall again be entitled to receive cumulatively benefts up to the full limit of twenty-six (26) weeks for such condition after each time he has returned from an illness for such reason with the approval of the Employer's Medical Department and continued at work for twentysix (26) weeks after so returning.

Saturday - Only Agreement (1954) -

Section 1-Shall be amended by deleting "all employees having less than six (6) months' continuous employment with the Employers and substituting therefor, "all employees having less than four (4) months' continuous employment with the Employer."

Section 7—Add a new paragraph that whenever the Telephone Order Board is closed because of the observance of Easter Sunday or any holiday which falls on Sunday, any employee in the BTO job classification who is regularly scheduled for work on a Only basis shall be deemed to have performed on such Easter Sunday or other Sunday her normally scheduled hours of work for such day and shall be compensated therefor at her straight-time hourly rate of pay for such hours.

Add the following new provision A. Effective February 1, 1959 the job classifications in wage schedules for Saturday-Only em ployees shall be amended to include eleven (11) and seventeen (17) month automatic progression rates, which rates shall be two and one-half (2-1/2) cents and FOR SALE - Blonde three and three-fourth (3-3/4) cents per hour respectively above FI 3-9125.

Union to the grievance procedure the applicable minimum

B. Employees will readditional adjustment w be necessary to bring the the appropriate ele seventeen (17) month their length of service in classification only if the time hourly rates of pay any increase they hav under the general wage provided for in this men and any other incres by them, are still below plicable progression rate length of service.

Unless otherwise stated fective date of the prov memorandum agrement

April 1, 1958

EXHIBIT A

Solely for the purpose off and reduction of stal forth in Section 7.02, and noses as set forth in 7. 7.06, 7.02 certain job tions in the Parkchester, Flatbush and White Plain shall be combined as herein and any employe uled to be laid off from a ification in such combine replace the employee has least seniority in any classification within such ation, provided that

(1) The employe sch be laid off has, in the er's indement, exhibited ity to perform the new satisfactory manner;

(2) If the employee to be laid off is a man. I be transferred to a job ben occupied in the store involved normally en, and vice versa; and

(3) Subject to the pro Section 7.15 if scheduled to be laid off time employee, he ployee schedule a fractional em

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LOCAL 1-S NEWS

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LOCAL 1-S DEPARTMENT STORE WORKERS U RWDSU, AFL-CIO

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